

Exhibit C

Page 1

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 _____
4 In re:
5 MOTORS LIQUIDATION COMPANY, et al.,
6 f/k/a General Motors Corp., et al.,

7 Debtors.

8 _____
9 Cast No.: 09-50026 (MG)

10 _____
11 November 9, 2017
12
13 DEPOSITION of WILLIAM P.

14 WEINTRAUB, held at the offices of BROWN
15 RUDNICK LLP, 7 Times Square, New York,
16 New York before Wayne Hock, a Notary
17 Public of the State of New York.

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<p>1 Southern District of New York, case 2 number 09-50026 (MG). 3 The name of the witness is 4 William Weintraub. 5 At this time the attorneys 6 present in the room and attending 7 remotely will identify themselves 8 and the parties that they represent 9 after which our court reporter, 10 Wayne Hock representing Veritext, 11 will swear in the witness and then 12 we can proceed. 13 MR. KARLAN: Mitch Karlan, 14 Gibson, Dunn and Crutcher, for the 15 GUC Trust. With me is John 16 Fortney. 17 MR. STEINBERG: Arthur 18 Steinberg, King and Spalding, new 19 General Motors. 20 MR. TECCE: James Tecce, Quinn 21 Emanuel, new General Motors. 22 MR. KANE: John Kane, Akin 23 Gump, representing the unit 24 holders. 25 MR. WEISFELNER: Ed</p>	Page 6	<p>1 A. I believe my signature is on 2 there. 3 Q. Actually, to be precise, your 4 signature's not on it. 5 Your name is in a signature 6 block? 7 A. Yes. 8 Q. On whose behalf did you 9 appear in connection with this motion? 10 MR. WEISS: Counselor, before 11 we proceed, I have one housekeeping 12 issue. 13 I just want to note for the 14 record that Mr. Weintraub is 15 sitting here voluntarily, he has 16 not been subpoenaed for this 17 deposition. He's agreed to sit 18 here without waiving any rights. 19 And pursuant to the October 11, 20 2017 procedural -- pretrial 21 stipulation and scheduling order 22 limiting the issues in this 23 deposition the phase 1A issues, 24 specifically whether Plaintiffs' 25 settlement agreement is a binding</p>
<p>1 Weisfelner, Brown Rudnick, for 2 certain of the plaintiffs. 3 MR. WEISS: Jordan Weiss, 4 Goodwin Procter, representing the 5 witness. 6 MR. KARLAN: Yes, could you 7 folks on the -- 8 MR. GONZALES: Sure, Rudy 9 Gonzales on behalf of the 10 plaintiffs. 11 MR. STYANT-BROWN: And Nick 12 Styant-Brown on behalf of the 13 signatory plaintiffs. 14 WILLIAM P. WEINTRAUB, 15 having been first duly sworn by a 16 Notary Public of the State of 17 New York, upon being examined, 18 testified as follows: 19 EXAMINATION BY 20 MR. KARLAN: 21 Q. Good morning. 22 A. Good morning. 23 Q. You are one of the lawyers 24 whose signature appears on the motion 25 to enforce that brings us here today?</p>	Page 7	<p>1 agreement, and on that basis we 2 will proceed. 3 I'm sorry for interrupting. 4 MR. KARLAN: That's fine. 5 And my practice is not to -- 6 is to try not to engage in 7 colloquy, so I'm not going to 8 respond to what you just said, I'm 9 just going to proceed, but I don't 10 necessarily agree with much of what 11 you said. 12 Q. Do you need the question 13 again, sir? 14 A. I think I have the question 15 in mind. 16 Q. Thank you. 17 A. My signature block is on that 18 document with respect to the ignition 19 switch preclosing accident plaintiffs 20 represented by the Hilliard firm and 21 the Henry firm. 22 Q. And do you represent those 23 people as well? 24 A. I represent the Hilliard firm 25 and the Henry firm and assist them in</p>

<p>1 their representation of persons 2 mentioned.</p> <p>3 Q. All right.</p> <p>4 May I infer from that answer 5 that you do not represent the 6 individuals but only the firms?</p> <p>7 MR. WEISS: Objection.</p> <p>8 THE WITNESS: I stand on what 9 I just said. I'm not sure how I 10 can elaborate on that.</p> <p>11 Q. Do you have an 12 attorney-client relationship with any 13 of the individuals in this case?</p> <p>14 A. Through the Hilliard firm and 15 through the Henry firm I believe that I 16 derivatively represent them.</p> <p>17 Q. Do you have any engagement 18 letters with anyone in connection with 19 this case?</p> <p>20 A. Yes.</p> <p>21 Q. With whom?</p> <p>22 A. With the Hilliard firm and 23 the Henry firm.</p> <p>24 Q. And no one else?</p> <p>25 A. There's a third firm that is</p>	Page 10	<p>1 Have you spoken to any of the 2 individual clients of Hilliard or Henry 3 on those topics?</p> <p>4 A. No.</p> <p>5 Q. To the best of your 6 knowledge, did anyone ever sign the --</p> <p>7 MR. KARLAN: Let me pause for 8 a minute. I've got you at a 9 disadvantage.</p> <p>10 So I withdraw the pending 11 question.</p> <p>12 Q. Sir, I'm handing you what was 13 marked yesterday as Exhibit 3 and I'll 14 represent to you that Mr. Weisfelner 15 identified it as the declaration that 16 is filed in connection with this 17 motion. It has a lot of exhibits. 18 Feel free to unclip it if that's 19 helpful for you.</p> <p>20 And if you would turn to 21 Exhibit G of Mr. Weisfelner's 22 declaration?</p> <p>23 A. Okay.</p> <p>24 Q. At the end of Exhibit G there 25 are some signature lines, signature</p>	Page 12
<p>1 on an engagement letter that dates back 2 to May of 2014 and I don't remember the 3 name of the firm.</p> <p>4 Q. Are they still active in the 5 case?</p> <p>6 A. I don't believe so.</p> <p>7 Q. Have you ever communicated 8 with any of the clients of the Hilliard 9 firm and the Henry firm on whose behalf 10 you're filing this motion?</p> <p>11 MR. WEISS: You can answer yes 12 or no.</p> <p>13 THE WITNESS: Yes.</p> <p>14 Q. And was it in connection with 15 the events of June, July, August, 2017?</p> <p>16 MR. WEISS: Objection. Vague.</p> <p>17 MR. KARLAN: I'll rephrase.</p> <p>18 Q. The case is a long case with 19 a long history and I don't know to what 20 extent you've been doing things for a 21 long time. The motion calls -- the 22 discovery that we're taking today calls 23 into question the events in June, July, 24 and August surrounding negotiations of 25 what the movants allege is a contract.</p>	Page 11	<p>1 blocks.</p> <p>2 A. Are you sure you want G or H?</p> <p>3 MR. WEISS: Exhibit G is an 4 e-mail.</p> <p>5 Do you mean H?</p> <p>6 Q. I apologize. Thank you, 7 thank both of you. It's H. Thank you.</p> <p>8 A. So just so we're on the same 9 page, so to speak, I'm looking at pages 10 nineteen and twenty of Exhibit H?</p> <p>11 Q. Yes, sir.</p> <p>12 To the best of your 13 knowledge, did anybody ever manually 14 sign any of these signature lines?</p> <p>15 A. I don't know.</p> <p>16 Q. Okay.</p> <p>17 Did you?</p> <p>18 A. No.</p> <p>19 Q. Would you look at on the same 20 exhibit page fifteen.</p> <p>21 A. Okay.</p> <p>22 Q. There's a section 3.1.</p> <p>23 A. Uh-huh.</p> <p>24 Q. Could you just read to 25 yourself the first sentence of that</p>	Page 13

<p>1 paragraph which begins, "this 2 agreement." Let me know when you're 3 done.</p> <p>4 A. (Reviewing).</p> <p>5 Okay.</p> <p>6 Q. What did you believe that 7 that sentence meant?</p> <p>8 MR. WEISS: Objection.</p> <p>9 I believe that question calls 10 for the witness to reveal what 11 would be work product and I'm going 12 to instruct him not to answer.</p> <p>13 Q. Were you prepared at any time 14 before August 15 to sign Exhibit H to 15 Mr. Weisfelner's declaration?</p> <p>16 A. Yes.</p> <p>17 Q. And did you believe you 18 understood the document before you were 19 ready to sign it?</p> <p>20 A. Yes.</p> <p>21 Q. What did you think section 22 3.1 in its first sentence meant?</p> <p>23 MR. WEISS: Same objection.</p> <p>24 Don't answer.</p> <p>25 Q. Did you ever have any oral</p>	Page 14	<p>1 THE WITNESS: Yes.</p> <p>2 Q. Did you give those comments 3 to, among other -- well, were any of 4 those comments shared with Matt 5 Williams or anyone from Gibson Dunn?</p> <p>6 A. I'm not sure how to answer 7 that.</p> <p>8 MR. KARLAN: Let me try it a 9 different way. I'll withdraw the 10 question.</p> <p>11 Q. Did you ever send an e-mail 12 to Matt or anyone else from Gibson Dunn 13 saying here, here are some written 14 comments?</p> <p>15 A. I sent e-mails and I believe 16 those two individuals were copied on 17 those e-mails.</p> <p>18 Q. Before you -- again, pause 19 before you answer.</p> <p>20 Before you shared those 21 comments, did you review them with 22 anyone from the Hilliard or the Henry 23 law firms?</p> <p>24 MR. WEISS: You can answer yes 25 or no.</p>	Page 16
<p>1 conversations with Mr. Matt Williams of 2 Gibson Dunn about section 3.1?</p> <p>3 A. I don't recall.</p> <p>4 Q. Did you ever have any oral 5 conversations with Keith Martorana of 6 Gibson Dunn about section 3.1?</p> <p>7 A. Not that I can recall.</p> <p>8 Q. Did you ever have any 9 conversations prior to the making of 10 this motion with Mr. Golden of the Akin 11 firm concerning the first sentence of 12 section 3.1?</p> <p>13 A. Not that I can recall.</p> <p>14 Q. With Ms. Newman of the Akin 15 firm?</p> <p>16 A. Not that I can recall.</p> <p>17 Q. You may want to pause before 18 you answer this question. Your counsel 19 may not want you to answer it.</p> <p>20 Did you give written comments 21 on any drafts of Exhibit H?</p> <p>22 MR. WEISS: I appreciate the 23 courtesy.</p> <p>24 You can answer that question 25 yes or no.</p>	Page 15	<p>1 THE WITNESS: I need to hear 2 the question again.</p> <p>3 (Whereupon the requested 4 portion was read back by the 5 reporter)</p> <p>6 THE WITNESS: What do you 7 mean by those comments?</p> <p>8 Q. Okay.</p> <p>9 Let me come at this a 10 different way.</p> <p>11 This isn't a question.</p> <p>12 I have not found in the 13 document production any e-mail 14 correspondence from either the Henry 15 firm or the Hilliard firm in which they 16 say to Gibson Dunn or to Akin Gump 17 here's some comments on the draft. I 18 have seen e-mails from you where you 19 offer comments to a wide variety of 20 people and I'm trying to understand, 21 and I don't know whether your counsel's 22 going to let me get an answer, but I'm 23 trying to understand whether your 24 comments reflect input from the 25 Hilliard and Henry law firms or whether</p>	Page 17

<p>1 they were delegating to you the task of 2 working on the draft.</p> <p>3 MR. WEISS: I'm going to 4 object.</p> <p>5 MR. GONZALES: I'm sorry, 6 this is Rudy. The response 7 requires Bill to disclose 8 communications between the Hilliard 9 and Henry firm and his counsel will 10 instruct him, I'm sure.</p> <p>11 MR. WEISS: I think we're 12 getting too close and I'm worried 13 about where it will end.</p> <p>14 MR. KARLAN: Can you just say 15 on the record?</p> <p>16 MR. WEISS: So I'm instructing 17 you not to answer that question.</p> <p>18 Q. You mentioned a moment -- you 19 testified a moment ago that you were 20 ready to sign Exhibit H.</p> <p>21 Did you require someone's 22 authorization to do that or did you 23 have authority to do it yourself?</p> <p>24 MR. WEISS: You can answer.</p> <p>25 THE WITNESS: I required</p>	<p>Page 18</p> <p>1 Hilliard and Henry firm whose interests 2 are at issue on this motion?</p> <p>3 A. I know all of the names. I 4 don't have them memorized but I know 5 all of the names.</p> <p>6 Q. Okay.</p> <p>7 Have all of those persons 8 filed proofs of claim or requests to 9 file late proofs of claim?</p> <p>10 A. Have all of which persons?</p> <p>11 Q. Sorry, the individuals whom 12 the Hilliard and Henry firm represents 13 in connection with this motion.</p> <p>14 A. I need to speak with counsel 15 for a moment.</p> <p>16 MR. KARLAN: Sure.</p> <p>17 THE VIDEOGRAPHER: We'll go 18 off the record?</p> <p>19 THE WITNESS: Yes.</p> <p>20 THE VIDEOGRAPHER: We're now 21 going off the record approximately 22 10:25.</p> <p>23 (Whereupon a break was taken)</p> <p>24 THE VIDEOGRAPHER: We're back 25 on the record approximately 10:26.</p>
<p>1 authorization.</p> <p>2 Q. From whom?</p> <p>3 MR. WEISS: You can answer.</p> <p>4 THE WITNESS: Mr. Hilliard.</p> <p>5 Q. And did you get that -- well, 6 I infer that you got that because you 7 said you were ready to sign.</p> <p>8 A. Yes.</p> <p>9 MR. KARLAN: And if I ask you 10 -- I'm just making a record here. 11 I assume you're not going to answer 12 this question.</p> <p>13 But if I ask you did Mr. 14 Hilliard tell you that he had 15 received authority from any of the 16 individual clients, I assume 17 there's going to be an instruction 18 not to answer that question?</p> <p>19 MR. WEISS: That is correct.</p> <p>20 Q. Were you generally aware --</p> <p>21 MR. KARLAN: Let me withdraw 22 the question. Go back one more 23 time on this other issue.</p> <p>24 Q. Do you know the names of any 25 of the individual clients of the</p>	<p>Page 19</p> <p>1 MR. WEISS: Bill, are you 2 ready?</p> <p>3 THE WITNESS: No.</p> <p>4 I need to hear the question 5 again.</p> <p>6 MR. KARLAN: Sure.</p> <p>7 (Whereupon the requested 8 portion was read back by the 9 reporter)</p> <p>10 THE WITNESS: I don't think I 11 can answer that question. I think 12 it's covered by privilege.</p> <p>13 Q. Have you signed any proofs of 14 claim for any claimant or respective 15 claimant in this bankruptcy case?</p> <p>16 A. I don't believe I signed any 17 proofs of claim for anybody in that 18 case.</p> <p>19 Q. I'm sorry?</p> <p>20 A. I don't believe that I signed 21 any proofs of claim for anybody.</p> <p>22 Q. Has your firm filed any?</p> <p>23 A. Yes.</p> <p>24 Q. Has your firm filed proofs of 25 claim for any of the clients of the</p>

<p>1 Q. My name is James Tecce, Mr. 2 Weintraub. I am an attorney for Quinn 3 Emanuel and we represent General Motors 4 LLC.</p> <p>5 If I could ask you to take a 6 look again at -- I think you have the 7 interrogatory response in front of you. 8 That's Exhibit 20. And I wanted to ask 9 you a question about interrogatory 10 number three, if you could just take a 11 look at that. I'm going to ask you a 12 question about the last sentence.</p> <p>13 A. (Reviewing).</p> <p>14 Q. Do you have an understanding, 15 sir, as to whether or not it's the 16 position of the movants that there is, 17 in fact, an oral agreement?</p> <p>18 MR. WEISS: You can answer 19 that question yes or no.</p> <p>20 THE WITNESS: Could I have 21 the question again?</p> <p>22 Q. Sure.</p> <p>23 Is it the position of the 24 movants that, based on what it says 25 here on the paper, in the alternative,</p>	Page 54	<p>1 it up.</p> <p>2 But the very first sentence 3 of that says, "this settlement 4 agreement, the agreement, dated as of 5 August blank, 2017."</p> <p>6 Do you see that sentence, 7 sir?</p> <p>8 Do you know whether this 9 agreement was ever dated?</p> <p>10 A. You mean other than August 11 blank, 2017?</p> <p>12 Q. That's correct.</p> <p>13 A. I don't know.</p> <p>14 Q. Have you ever seen a draft of 15 this agreement that actually has a date 16 put in that blank?</p> <p>17 A. I don't believe so.</p> <p>18 Q. Mr. Weintraub, do you recall 19 attending an in-person meeting with Mr. 20 Golden of the Akin Gump firm and Mr. 21 Hilliard at any point during the summer 22 of 2017?</p> <p>23 A. No, I do not.</p> <p>24 MR. TECCE: I'd like to 25 mark --</p>	Page 56
<p>1 the contract is an oral agreement. 2 Is that the movants' 3 position?</p> <p>4 A. I believe it is.</p> <p>5 Q. And do you have an 6 understanding as to what date that oral 7 agreement came into existence?</p> <p>8 A. The same answer I gave 9 earlier, at least by August 14.</p> <p>10 Q. And there's not some date 11 before August 14 that you're aware of 12 whether you would take the position 13 that that's the date that the oral 14 agreement came into existence?</p> <p>15 A. I didn't say that. I said 16 there could be an earlier date, there 17 probably is an earlier date, but my 18 testimony is August 14.</p> <p>19 Q. Can I trouble you to take a 20 look at Exhibit 3 again. I believe 21 it's in front of you. That's Mr. 22 Weisfelner's declaration. And I think 23 you were on Exhibit H, which is the 24 agreement. I have a question for you. 25 It's bound together so you have to open</p>	Page 55	<p>1 THE WITNESS: My lawyer will 2 say don't answer things don't 3 asked.</p> <p>4 MR. WEISS: Yes, I will.</p> <p>5 THE WITNESS: I was not at 6 that meeting.</p> <p>7 MR. TECCE: Let me just show 8 you two documents and I want to 9 move this along for you.</p> <p>10 I'd like to mark as 11 twenty-one -- I'll mark them both 12 at the same time to just kind of 13 move this along. I'd like to mark 14 as Exhibit 21 a document Bates 15 AG 134.</p> <p>16 MR. GONZALES: The Bates 17 number, please, if you have it.</p> <p>18 MR. TECCE: Sure, it's AG 134.</p> <p>19 That's Exhibit 21.</p> <p>20 MR. GONZALES: Thank you very 21 much.</p> <p>22 MR. WEISFELNER: Do you have 23 any additional copies?</p> <p>24 MR. TECCE: I do, sir. I do. 25 And I'm going to mark</p>	Page 57

<p>1 with the judge, you can do so. But 2 you don't have the document in 3 front of him and you're misstating 4 what it says. 5 MR. TECCE: Let's do that. 6 Let's do that. 7 Q. Can I ask you to go back to 8 the exhibit. 9 Do you have the agreement in 10 front of you, sir? Page fifteen, 3.1. 11 A. Yes. 12 Q. The first sentence there 13 says, "this agreement shall become 14 effective and binding on the parties on 15 the date on which this agreement is 16 fully executed by each of the parties." 17 Do you see that sentence? 18 A. Yes. 19 Q. Did there ever come a time 20 when you recommended that that 21 provision be modified in any way, that 22 that sentence be modified in any way? 23 A. I don't recall that. 24 Q. Did you at any time ever tell 25 anyone that the agreement would be</p>	Page 70	<p>1 Q. Did anybody ever say that to 2 you, that the settlement agreement 3 would become effective and binding on 4 the parties before it was signed, did 5 anybody ever say that to you with whom 6 you were negotiating the agreement? 7 A. I don't recall that. 8 Q. Can we go back to -- I'm 9 sorry to make you shuffle paper around 10 here. 11 A. I actually do that for a 12 living. 13 Q. I need to go back to your 14 e-mail, it's twenty-four, I believe. 15 And this is your GUC 4501 to 4502. 16 This is that e-mail that spans those 17 two pages. I'm going to ask you to 18 focus on the second to last paragraph. 19 A. Of? 20 Q. Your e-mail July 10, 2017, 21 9:46. 22 A. The one that begins, 23 "perhaps?" 24 Q. Yes, sir. 25 If you could read that</p>	Page 72
<p>1 binding and effective absent the 2 signatures of the parties? 3 MR. WEISS: You can answer 4 that question as to people outside 5 of the attorney-client privilege 6 only. 7 THE WITNESS: Can I hear that 8 again? 9 MR. TECCE: Let me -- it was a 10 lousy question. 11 THE WITNESS: It was actually 12 a pretty good question. I just 13 want to make sure I answer it 14 properly. 15 Q. Did there ever -- let me do 16 it this way. 17 Did there ever come a time 18 that you told anyone with whom you were 19 negotiating this agreement that the 20 settlement agreement would become 21 effective and binding before it was 22 signed? 23 A. I don't think I ever said 24 anything about that one way or the 25 other.</p>	Page 71	<p>1 paragraph, I want to ask you a couple 2 of questions. 3 A. (Reviewing). 4 Q. Have you read it? 5 A. Not yet. 6 Q. Sorry. Take your time. 7 A. (Reviewing). 8 Okay. 9 Q. The first sentence says, 10 "perhaps you've already thought of this 11 but it seems to me that we need to have 12 the form of notice blessed before we 13 give it. Otherwise," dot, dot, dot, 14 "well, you know the otherwise." 15 Can you elaborate for me on 16 what the otherwise is? 17 A. Yeah, that was a poor attempt 18 at humor about what happened to new 19 General Motors as a result of giving 20 inadequate notice of the free and clear 21 provisions of the sale order. 22 Q. And to -- the following 23 sentence is, "I think this requires a 24 separate motion re notice of features 25 and deadlines." And then you say, "why</p>	Page 73

<p>1 spend the money on notice only to find 2 out at the hearing that Judge Glenn 3 does not like what we did."</p> <p>4 Do you see that?</p> <p>5 A. Yeah.</p> <p>6 Q. Was it your -- were you 7 trying to convey to this group that the 8 notice procedure should be presented to 9 Judge Glenn in advance of the 10 settlement motion being approved in 11 this e-mail?</p> <p>12 A. Yes.</p> <p>13 MR. WEISS: Bill, you've got 14 to let me wait.</p> <p>15 And I was going to ask, if I 16 allow him to answer that, can we 17 agree it's not a waiver?</p> <p>18 MR. TECCE: I agree it's not a 19 waiver.</p> <p>20 Q. Was it -- were you trying to 21 convey to this group your view that the 22 judge should bless, I believe is the 23 word you used, bless the procedures 24 before the motion was sent out for 25 approval?</p>	Page 74	<p>1 Q. Let me ask the question this 2 way.</p> <p>3 Did you make the proposals to 4 the group negotiating this agreement on 5 how the notice procedures would be 6 blessed before the motion went out?</p> <p>7 A. Yes.</p> <p>8 Q. Who was the proposal?</p> <p>9 A. That there be a separate 10 motion to the court asking for approval 11 of the form of notice and the scope of 12 notice.</p> <p>13 Q. And is that a motion that you 14 proposed to the group to be filed in 15 advance of the settlement approval 16 motion?</p> <p>17 A. Timing-wise, either in 18 advance or contemporaneously with 19 filing the motion, but certainly notice 20 of the motion would not be given to the 21 world until, in my view, the court 22 approved the form of notice and the 23 scope of notice.</p> <p>24 Q. Did there come a point in 25 time in negotiations where the parties</p>	Page 76
<p>1 A. Yes.</p> <p>2 Q. And was that the point of the 3 conference that took place on the 17th 4 of August to have the notice procedures 5 blessed before the motion was sent out?</p> <p>6 A. What conference?</p> <p>7 Q. You're aware that there was a 8 conference with Judge Glenn on the 17th 9 of August?</p> <p>10 A. Yes.</p> <p>11 Q. And was one of the purposes 12 of that conference to have the notice 13 procedures blessed before the motion 14 was sent out?</p> <p>15 A. Not at that conference.</p> <p>16 Q. Not at the conference on the 17 seventeenth?</p> <p>18 A. Right.</p> <p>19 Q. How did you envision having 20 Judge Glenn bless the notice procedures 21 before the motion went out at the time 22 you sent this e-mail?</p> <p>23 MR. WEISS: Objection. Calls 24 for work product privilege and I'm 25 instructing you not to answer.</p>	Page 75	<p>1 negotiating the agreement, all of them, 2 reached an agreement with respect to 3 the notice that would be provided in 4 connection with the settlement motion?</p> <p>5 A. I believe so.</p> <p>6 Q. When was that?</p> <p>7 A. Probably I would say no later 8 than August 14 and certainly probably 9 around the August 12 period. It may be 10 even earlier because several drafts had 11 gone back and forth.</p> <p>12 Q. Did anybody from Gibson Dunn 13 and/or Wilmington Trust communicate to 14 you that they were in agreement with 15 respect to the notice procedures that 16 were associated with the motion?</p> <p>17 A. I believe so, yes.</p> <p>18 Q. Who did that?</p> <p>19 A. I think it was Keith 20 Martorana, if I'm pronouncing his name 21 correctly, in e-mails.</p> <p>22 Q. What did he say?</p> <p>23 A. I think he said basically 24 these are fine with the GUC Trust.</p> <p>25 Q. These? Can you elaborate,</p>	Page 77

<p>1 these what?</p> <p>2 A. It was a list of documents</p> <p>3 that was sent to him that was generated</p> <p>4 by Brown Rudnick on the day of -- at</p> <p>5 the end of the day of the final page</p> <p>6 turn on the eleventh. I think we had a</p> <p>7 page turn on the eleventh and we</p> <p>8 received an e-mail from Keith on the</p> <p>9 twelfth.</p> <p>10 Q. Do you remember what that</p> <p>11 e-mail said?</p> <p>12 A. Not specifically but</p> <p>13 generally.</p> <p>14 Q. Generally what's your</p> <p>15 recollection of what it said?</p> <p>16 A. These are fine with the GUC</p> <p>17 Trust.</p> <p>18 Q. Apart from Keith commenting</p> <p>19 on the documents attached to an e-mail,</p> <p>20 was there any other way that, to your</p> <p>21 mind, Keith communicated to you that</p> <p>22 the form of notice associated with the</p> <p>23 motion was acceptable?</p> <p>24 A. Yes, I think in numerous ways</p> <p>25 over time as we sent drafts back and</p>	Page 78	<p>1 for a minute?</p> <p>2 THE WITNESS: I just want to</p> <p>3 get a cup.</p> <p>4 THE VIDEOGRAPHER: We're now</p> <p>5 off the record approximately 11:44.</p> <p>6 (Whereupon a break was taken)</p> <p>7 (Whereupon, an e-mail dated</p> <p>8 August 8, 2017 was marked Exhibit 25</p> <p>9 for identification.)</p> <p>10 THE VIDEOGRAPHER: Back on the</p> <p>11 record at approximately 11:52.</p> <p>12 Q. Sir, I placed in front of you</p> <p>13 a document BR 000001 and I wanted to</p> <p>14 ask you a question about the last two</p> <p>15 pages of the document, specifically</p> <p>16 your e-mail dated Thursday, August 3,</p> <p>17 2017 at 7:54 a.m.</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. And can you just read that?</p> <p>21 There's a list of things that you've</p> <p>22 typed into that e-mail.</p> <p>23 A. Sorry, the list?</p> <p>24 Q. Yes, sir.</p> <p>25 A. Okay.</p>	Page 80
<p>1 forth and the comments were narrower</p> <p>2 and narrower and people really had no</p> <p>3 more issues with the words of the</p> <p>4 notice, we all came to mutual agreement</p> <p>5 that we were done with tinkering with</p> <p>6 the words in the notice.</p> <p>7 Q. I'm asking something more</p> <p>8 than just the words in the notice. I'm</p> <p>9 asking whether the notice procedures</p> <p>10 associated with the motion, whether</p> <p>11 Keith communicated to you, apart from</p> <p>12 drafts of documents, that the form of</p> <p>13 notice associated with the motion was</p> <p>14 acceptable to him and his client.</p> <p>15 MR. WEISS: Objection.</p> <p>16 You can try to answer it.</p> <p>17 THE WITNESS: Again, through</p> <p>18 course of conduct in narrowing</p> <p>19 issues and eliminating issues and</p> <p>20 then in the e-mail of August 12 and</p> <p>21 then again when everyone agreed to</p> <p>22 send final documents to new GM on</p> <p>23 August 14.</p> <p>24 Can I freshen my coffee?</p> <p>25 MR. TECCE: You want to stop</p>	Page 79	<p>1 (Reviewing).</p> <p>2 Uh-huh.</p> <p>3 Q. Sir, do you recall whether</p> <p>4 the list of considerations that you</p> <p>5 raise in this e-mail were resolved to</p> <p>6 your satisfaction?</p> <p>7 A. Yes, I do recall.</p> <p>8 Q. And do you recall at what</p> <p>9 point in time they resolved to your</p> <p>10 satisfaction as between August 3 and</p> <p>11 today?</p> <p>12 A. I don't recall precisely. I</p> <p>13 believe it would have been before</p> <p>14 August 12, probably before the page</p> <p>15 turn on August 11, and other than that</p> <p>16 I'd have to go back and look at</p> <p>17 documents.</p> <p>18 Q. Were you prepared to sign the</p> <p>19 agreement at the time you sent this</p> <p>20 e-mail?</p> <p>21 A. Without those changes being</p> <p>22 made? I don't recall.</p> <p>23 Q. You don't recall whether you</p> <p>24 were prepared to sign the agreement</p> <p>25 without those changes being made; is</p>	Page 81

<p>1 Q. I just want to ask you some 2 pretty basic questions about this 3 exchange which is July -- July 12, 4 July 14. 5 Do you see these e-mails? 6 Obviously we had a conversation earlier 7 about your July 10 e-mail which appears 8 at the back. 9 A. Yeah. 10 Which page to you want me on 11 because the top of the page is -- 12 Q. Well, I'm going to ask you 13 about your July 14 e-mail. 14 MR. WEISS: Bottom of 3888. 15 Q. The question I had for you 16 was whether -- 17 MR. TECCE: Strike that. 18 I withdraw the question. 19 Q. Do you recognize the 20 document? 21 A. Yes. 22 Q. Okay. 23 Do you have any reason to 24 believe you didn't get the e-mails that 25 were on this document?</p>	Page 90	<p>1 final documents with General Motors was 2 part of moving the settlement agreement 3 ahead. I think reporting the existence 4 of the settlement agreement with the 5 knowledge of the GUC Trust to Judge 6 Furman and setting the status 7 conference or scheduling the conference 8 with Judge Glenn was part of 9 implementation of the settlement 10 agreement. 11 Q. Other than those events which 12 you just identified in your answer, are 13 there any other aspects of the 14 agreement which you believe have been 15 performed? 16 A. Not that I can recall right 17 here right now. 18 Q. I had asked you earlier if 19 the agreement had ever been dated. 20 Was there ever an intent by 21 the parties to the agreement to date 22 the agreement? 23 A. I don't know. 24 Q. Was there ever an intent by 25 the parties to the agreement to serve</p>	Page 92
<p>1 A. No. 2 MR. TECCE: Let's move on. 3 Q. At or about the time of this 4 e-mail exchange, July 18, were you in a 5 position to -- were you prepared to 6 sign the agreement? 7 A. I don't recall as I sit here 8 today. 9 Q. The settlement agreement, has 10 any part of the settlement agreement, 11 as you understand it, has any part of 12 that agreement been performed by any 13 party as of today? 14 MR. WEISS: You can answer. 15 What was that? We couldn't 16 hear you. 17 MR. GONZALES: Go right ahead. 18 MR. WEISS: You can answer if 19 you -- you can answer. 20 THE WITNESS: I think so. 21 Q. What part? 22 A. I think finalization of all 23 of the ancillary documents was part and 24 parcel of moving the settlement 25 agreement ahead. I think sharing the</p>	Page 91	<p>1 the settlement motion without a signed 2 copy of the agreement attached to it? 3 MR. WEISS: Objection. 4 You can answer. 5 THE WITNESS: I don't know. 6 Q. You don't -- did you ever 7 discuss with the other parties to the 8 settlement agreement the prospect of 9 filing the settlement motion and 10 serving it with unsigned copies of the 11 settlement agreement? 12 A. No. 13 Q. I meant to look at your 14 biography before coming up here. I 15 know that you've been a bankruptcy 16 lawyer for a very, very long time. 17 Over the course of your 18 career, have you filed motions with the 19 bankruptcy court with settlement 20 agreements that are not executed? 21 A. Because my career is so long 22 and so varied, my speculation would be 23 yes. 24 Q. Do you know of a deal off the 25 top of your head -- do you know of a</p>	Page 93

24 (Pages 90 - 93)